

2023:PHHC:155346

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

ARB-34-2023 (O&M)
Date of Decision:-4.12.2023

M/s DRDC Infracon Private Limited ... Petitioner

Versus

M/s Shree Shyam Construction & Engineering ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Anshul Mittal, Advocate;
Ms. Megha Mukherjee, Advocate and
Mr. Sachin Jain, Advocate for the petitioner.

Mr. Jasbir Mor, Advocate for the respondent.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner has approached this Court seeking appointment of an Arbitrator in terms of provisions of Sections 11(5) & 11(6) of Arbitration and Conciliation Act, 1996.
2. It is the case of the petitioner - M/s DRDC Infracon Private Limited that the respondent - M/s Shree Shyam Construction & Engineering had been awarded the work of construction of a school building in Government Senior Secondary School, Tigaon in District Faridabad. The said respondent further entered into an agreement dated 10.8.2020 (Annexure P-1) with the petitioner

to execute the construction work on behalf of the respondent. The agreement specifically provided that in case of any dispute amongst the parties, the same would be referred to Arbitrator and that the venue of arbitration shall be at Narwana, Jind, Haryana.

3. The respondent has filed its reply, wherein a stand has been taken that the petitioner has nothing to do with the construction work and that the work was allotted to the respondent by the government. It is, however, stated in the reply that some help had been taken by the respondent from the petitioner/firm and payment in respect of the work done by the petitioner's firm had already been made and nothing is outstanding. The aforesaid reply is taken on record.
4. Having regard to the fact that the respondent is not disputing that the petitioner/firm had undertaken some construction work on behalf of the respondent/firm and the agreement placed on record by the petitioner does provide for arbitration, this Court is of the opinion that it is a fit case for appointment of an Arbitrator to resolve the dispute as regards payment amongst the parties. Both the parties have expressed that although the venue of arbitration has been defined to be at Narwana, Jind, Haryana in the agreement but they would not have any objection in case the Arbitrator appointed by this Court conducts proceedings at District Gurugram.
5. In view of the aforestated position, the instant petition is hereby accepted. Accordingly, Shri Krishan Kaushik, District & Sessions Judge (Retd.), Haryana, is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Shri Krishan Kaushik, District & Sessions Judge (Retd.), Haryana under Section 12 of the Act with

regard to his independence and impartiality to settle the disputes between the parties.

6. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator.
7. The Arbitrator may conduct proceedings at Gurugram or at any other place convenient to all concerned.
8. After seeking convenience of the Arbitrator, the parties are directed to appear before him on 22.12.2023 at 11:00 A.M. or any other date suitable to all concerned.
9. A copy of this order be sent to the appointed Arbitrator at the given address :

H. No.1118, Sector 46,
Gurugram, Haryana.
Phone No.95994-99060.
10. The petition is accordingly disposed of in the above mentioned terms.

4.12.2023

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**(Gurvinder Singh Gill)
Judge**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No